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6 **UNITED STATES DISTRICT COURT**
7 **WESTERN DISTRICT OF WASHINGTON**
8 **AT SEATTLE**

9 MICHAEL CHAVEZ,

10 Plaintiff,

11 v.

12 AMAZON WEB SERVICES, INC., a
Delaware Corporation,

13 Defendant.

No. 2:21-cv-00007 BJR

AMENDED COMPLAINT FOR
DAMAGES

JURY TRIAL REQUESTED

14
15 Plaintiff Michael Chavez, through his undersigned attorneys of record, brings this action
16 against Defendant Amazon Web Services, Inc. (“Amazon”) for damages as follows.

17 **I. JURISDICTION AND VENUE**

18 1.1 This Complaint asserts claims of discrimination and retaliation based on the
19 Americans with Disabilities Act (“ADA”) 42. U.S.C. § 12101-02, and Jurisdiction is conferred
20 on this court by 28 U.S.C. § 1331.

21 1.2 This Complaint also asserts state law claims for discrimination and retaliation in
22 violation of RCW Chapter 49.60, as well as state law claims of wrongful termination in violation
23 of public policy over which this Court has supplemental jurisdiction pursuant to 28 U.S.C. §
24 1367.

Analyst for his team. Many of his co-workers were permitted to work remotely in the alternative to working onsite.

3.5 Between his hire date and April 2018, Mr. Chavez suffered from a decline in health due to an increase in epileptic episodes (seizures). Mr. Chavez was told by his physician they were stress induced. Per physician-instruction, Mr. Chavez applied for a Medical Leave of Absence with Amazon in April 2018 and was approved by Amazon for six months of medical leave due to his declining health.

3.6 Mr. Chavez's leave was extended until February 19, 2019 on account of his health condition. Amazon approved this extension.

3.7 On the second week of his return to work, about March 5, 2019, Mr. Chavez's manager, Samir Kopal, scheduled a one-on-one meeting with him to discuss his transition back to full-time work. During the meeting, Mr. Kopal told Mr. Chavez that he would be given an opportunity to transition slowly back into working so that he could be successful.

3.8 Upon returning to work, Mr. Chavez emailed Amazon's Human Resources department to request a reasonable accommodation in the form of a flexible schedule for the times Mr. Chavez were to endure an epileptic event. Mr. Chavez requested that he be able to work from home one to two days per week, if necessary during those times. Mr. Chavez received instructions on how to file a reasonable accommodation request in accordance with the ADA and Amazon's internal policy and did so, including submitting a letter signed by his doctor stating that his request was medically necessary. Mr. Chavez's submission was completed on about March 4, 2019.

3.9 Mr. Chavez's request was not approved. Instead, on April 30, 2019, Amazon approved an accommodation of two days of remote work per month, which did not address Mr. Chavez's condition adequately.

1 3.10 In the timeframe Mr. Chavez's request for an accommodation was pending, on
2 April 2, 2019, Mr. Kopal scheduled a second one-on-one meeting with Mr. Chavez. In this
3 meeting, Mr. Chavez told him that he was interested in becoming an engineer at Amazon. Mr.
4 Kopal responded by laughing. Mr. Kopal then told Mr. Chavez should "take [his] Amazon
5 badge and go join a startup." Mr. Kopal then told him how he is too slow in completing tasks
6 and not performing at his job's required performance level. Mr. Kopal also told Mr. Chavez that
7 he should "take a look at the age of the engineers on your [Mr. Chavez] team," noting that they
8 were significantly younger than he and that he would be unable to compete with them, due to
9 their age advantage.

10 3.11 Prior to taking medical leave, Mr. Chavez never had a negative performance
11 review. After returning from medical leave, Mr. Kopal consistently told Mr. Chavez that his
12 work was inadequate and threatened to put him on a Performance Improvement Plan (PIP),
13 which he never did. Even upon return, Mr. Chavez's work product was never criticized by
14 others, he timely completed assignments, and interacted well with his team. Simply put, he was
15 always a productive member of Mr. Kopal's team.

16 3.12 On April 10, 2019, Mr. Kopal surprised Mr. Chavez by telling him to follow him
17 to a conference room for an unscheduled meeting. It was then that Mr. Kopal refused to approve
18 reasonable accommodations Mr. Chavez's physician had previously instructed, as described
19 above. Mr. Kopal then suggested that Mr. Chavez quit in the next three weeks. He told Mr.
20 Chavez he wanted to be able to seek approval from Philip Fitzsimmons to find his replacement.
21 Mr. Kopal then announced that Mr. Chavez's accommodations request could not be approved,
22 because it would "hurt the business" and that an alternative accommodation of two remote days
23 per month would be acceptable.

1 3.13 On April 11, 2019, Mr. Kopal scheduled another one-on-one meeting to discuss
2 Mr. Chavez's compensation. He told Mr. Chavez that he would not be receiving any changes to
3 his compensation due to his lack of performance. As of April 11, 2019, given that Mr. Chavez
4 had still never received a negative performance review from Amazon (or any other employer),
5 he was shocked by Mr. Kopal's position. In response, he asked Mr. Kopal how he could
6 improve and keep his job. Mr. Kopal's only response was to suggest Mr. Chavez leave Amazon.

7 3.14 On April 28, 2019, Mr. Chavez sent Mr. Kopal a text message informing him he
8 had another seizure earlier in the day and would not be in the office the next day (April 29,
9 2019). Mr. Kopal did not respond.

10 3.15 On April 29, 2019, despite Mr. Chavez's prior request for a day off to recover, out
11 of concern Mr. Kopal would retaliate, Mr. Chavez worked four hours from his home. He thus
12 entered four hours of sick time instead of eight hours, having worked a half day. When Mr.
13 Chavez returned to the office on April 30, 2019, Mr. Kopal aggressively told him to adjust his
14 sick time to eight hours in spite of Mr. Chavez explaining that he had worked a partial day on
15 April 29, 2019. Due to Mr. Kopal's level of hostility, and out of concern for his job security,
16 Mr. Chavez adjusted his time to reflect eight hours of sick leave. On April 30, 2019, Heidi
17 Kucera Taylor, an Amazon Human Resources representative, told Mr. Chavez that Mr. Kopal's
18 instructions were wrong and that Mr. Chavez should get credit for the four hours of time he
19 worked on April 29, 2019.

20 3.16 On May 2, 2019, Mr. Kopal scheduled another one-on-one meeting with Mr.
21 Chavez. In this meeting, Mr. Kopal again told Mr. Chavez he was underperforming without an
22 explanation as to how he was underperforming. Mr. Chavez still had yet to receive a negative
23 performance review from Amazon. During this meeting, Mr. Kopal yet again insisted he leave
24 Amazon. He repeatedly asked Mr. Chavez if he was going to quit. Mr. Chavez told him no. Mr.

1 Kopal then responded by telling him that he is going to "talk to HR and you [Mr. Chavez] will
2 hear your options soon."

3 3.17 Due to the increase of seizures associated with extreme levels of stress and
4 depression Mr. Chavez was experiencing as a result of Mr. Kopal's unwillingness to
5 accommodate his disability and Mr. Kopal's overarching hostility towards him, Mr. Chavez
6 submitted an email to his HR representative, Jennifer Zumek, informing her of his intent to
7 resign. She did not respond.

8 3.18 Aside from the one-on-one meetings discussed above, Mr. Kopal became, on a
9 continual basis, very aggressive as a manager towards Mr. Chavez. He berated Mr. Chavez in
10 front of his co-workers on a regular basis. Mr. Kopal's continual, vague threats to Mr. Chavez
11 exacerbated his stress levels and worsened his seizures. Mr. Kopal's refusal to even discuss the
12 reasonable accommodation proposed by Mr. Chavez's physician further aggravated Mr.
13 Chavez's health condition.

14 3.19 Mr. Chavez had no intention to leave Amazon. He was previously committed to
15 growing his career with this employer. Prior to leaving, he, on numerous occasions, attempted to
16 involve Amazon's Human Resources hoping to better his work environment, manage his
17 seizures, and lower his stress levels. Mr. Chavez's request to work at home up to two days per
18 week (supported by a physician's note) was denied by Amazon. His attempts to engage in
19 discussions related to obtaining a reasonable workplace accommodation were ignored by
20 Amazon. No meaningful reason was provided as to why Amazon could not grant Mr. Chavez's
21 request to work two days a week at home. Ironically, Mr. Chavez observed other employees
22 including team members working from home regularly.

23 3.20 Mr. Chavez's relationship with Mr. Kopal rapidly deteriorated when he returned
24 from medical leave and proposed a reasonable accommodation. Mr. Chavez was hopeful Human

Resources would intercede. Amazon refused to intervene and did not protect Mr. Chavez from Mr. Kopal's harassing and demeaning treatment.

3.21 In all, Amazon did nothing to meaningfully respond to—much less provide reasonable accommodation for—Mr. Chavez's disability. Amazon also failed to protect Mr. Chavez from the harassment he faced from Mr. Kopal.

IV. FEDERAL CAUSES OF ACTION FOR DISCRIMINATION AND RETALIATION

4.1 Amazon's willful and unlawful conduct described herein discriminated against Mr. Chavez based upon his disability in violation of federal law.

4.2 Mr. Chavez engaged in protected activity and Amazon retaliated against him for such activities in violation of federal law.

4.3 Amazon's actions constituted discrimination and retaliation against Mr. Chavez in violation of the Americans with Disabilities Act ("ADA") 42 U.S.C. § 12101-02.

4.4 Mr. Chavez filed a charge of discrimination with EEOC on November 19, 2019. The EEOC issued Mr. Chavez a "Right to Sue" Letter on October 5, 2020.

4.5 Under the ADA, Mr. Chavez is entitled to recover actual and compensatory, economic and non-economic, special and general damages, liquidated damages, punitive damages, as well as attorneys' fees and litigation expenses and an enhanced award to offset any negative tax consequences.

V. SECOND CAUSE OF ACTION DISCRIMINATION AND RETALIATION – RCW 49.60

5.1 Amazon's conduct described herein constitutes illegal discrimination against Mr. Chavez based upon his disability in violation of Washington's Law Against Discrimination, RCW 49.60 et seq.

1 5.2 Amazon's conduct described herein constitutes illegal retaliation against Mr.
2 Chavez in violation of Washington's Law Against Discrimination, RCW 49.60.210.

3 5.3 Under Washington's Law Against Discrimination, Mr. Chavez is entitled to
4 recover all actual and compensatory, economic and non-economic, special and general damages,
5 as well as attorneys' fees and litigation expenses and an enhanced award to offset any negative
6 tax consequences.

7 **VI. THIRD CAUSE OF ACTION**
8 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

9 6.1 Amazon owed Mr. Chavez duty not to discharge him if the discharge would
10 contravene a clear mandate of public policy.

11 6.2 A wrongful termination in violation of public policy occurs when an employer
12 terminates an employee as a result of his or her (1) refusal to commit an illegal act, (2)
13 performance of a public duty or obligation, (3) exercise of a legal right or privilege, or (4) in
14 retaliation for reporting employer misconduct.

15 6.3 Mr. Chavez engaged in protected activity under Washington law when he
16 requested reasonable accommodation.

17 6.4 Mr. Kopal made the work conditions for Mr. Chavez so intolerable that any
18 reasonable person in Mr. Chavez's position would have felt compelled to resign.

19 6.5 Amazon's wrongful actions in violation of public policy were a proximate cause
20 of damage to Mr. Chavez, including past wage loss and benefits, future wage loss and benefits,
21 emotional distress, as well as attorneys' fees and litigation expenses and other damages to be
22 proven at trial.

23 **PRAYER FOR RELIEF AND JURY DEMAND**

24 Plaintiff, Michael Chavez, asks the Court for the following relief:

1. For judgment against Defendant Amazon for all actual and compensatory,
economic and non-economic, general and special damages as allowed by law;
2. For all punitive damages allowed by law;
3. For all costs, expenses of litigation, interest, and reasonable attorneys' fees as
allowed by law;
4. For trial by jury; and
5. For such other relief as the court deems just and equitable.

Dated this 5th day of February, 2021

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